

**VOUCHER #21-00645**

**TO BE PUBLISHED – LEGAL**  
**December 17, 2021 & December 23, 2021**

**BIDS TO BE OPENED: January 5, 2022**  
**11:00 A.M.**

**THE ADVOCATE**  
**BATON ROUGE, LOUISIANA**

**Notice to Bidders**  
**(Page 1 of 2)**

Electronic or sealed bids will be received by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, La. until **11:00 A.M. January 5, 2022** for the following:

**A21-0645 Interior Horticultural Service for the Baton Rouge Metropolitan Airport**

**Mandatory Pre-Bid Conference and Job Site Visit:**

Bidders / contractors MUST attend the Mandatory Pre-Bid Conference and Job Site Visit on **December 27, 2021 at 9:00 a.m.** to inspect areas covered by this contract. The address is 9430 Jackie Cochran Drive, Terminal Building, 1<sup>st</sup> Floor Conference Room, Baton Rouge, LA. The contact person regarding the Mandatory Pre-Bid Conference is Dave Gordon, Facilities Manager @ (225) 355-0333. Questions regarding the site visit may be directed to Dave Gordon, Facilities Manager @ (225) 355-0333.

Bids shall be received electronically via www.bidexpress.com or on the solicitation bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge.

**Electronic bids for the solicitation will be downloaded by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division. Electronic bids must be submitted through www.bidexpress.com prior to the bidding deadline.** Beginning as soon as feasible after the bid closing time all electronic bids will be downloaded and publicly read aloud along with all paper bids received, if any, in Room 806 immediately after the 11:00 a.m. bid closing. Until further notice, with the suspension of bid openings to the members of the public, public attendance at the scheduled bid opening will only be allowed via teleconference at the numbers noted below.

**Teleconference Call-in information for Public Access to Bid Opening while Public Bid Openings suspended:**

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

**Notice to Bidders  
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United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

**This teleconference number will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening.**

Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. This Invitation to Bid is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

Bids, amendments to bids or request for withdrawal of bids received after time specified for bid openings shall not be considered for any cause whatsoever.

Full information may be obtained upon request from the above address or by telephoning Mr. DeSean Bethley, M.P.A. at (225) 389-3259, extension 3261, or via email at [dbethley@brla.gov](mailto:dbethley@brla.gov).

Inquiries received up until 5:00 p.m. on December 28, 2021

<b>Annual Contract Competitive Proposal Request</b>	<b>CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION</b>	<b>RESPONSES MUST BE RECEIVED BY:</b> 01/05/2022 11:00 AM CST
<b>TITLE:</b> A21-0645 INTERIOR HORTICULTURAL SERVICE FOR THE BATON ROUGE METROPOLITAN AIRPORT	<b>RETURN BID TO:</b> PURCHASING DIVISION	
FILE NO: 21-00645 REQ NO:  AD DATES: 12/17 & 12/23	<b>Mailing Address:</b> PO Box 1471 Baton Rouge, LA 70821	<b>Physical Address:</b> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802
<b>SHIP TO ADDRESS:</b> GREATER BATON ROUGE METROPOLITAN AIRPORT 9430 Jackie Cochran Drive, Terminal Building, Baton Rouge, LA 70807	<b>Contact Regarding Inquiries:</b> Purchasing Analyst : Mr. DeSean Bethley, MPA Telephone Number: 225-389-3259 x 311 Email: <a href="mailto:dbethley@brla.gov">dbethley@brla.gov</a>	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO.                      FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE (Required)	PRINTED NAME	
<b>QUESTIONS TO BE COMPLETED BY VENDOR:</b>  1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.  2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.  3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY) award consideration.		

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. **Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.**
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?  
  
YES\_\_\_\_NO\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana

Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDFide>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

**Note:** Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

**Important!** - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

## **FEDERAL CLAUSES, IF APPLICABLE.**

### **I. Remedies for Breach**

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### **II. Termination and Settlement**

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### **III. Access to Records**

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### **IV. Equal Employment Opportunity**

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### **V. Copeland "Anti-Kickback" Act**

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### **VI. Davis-Bacon Act**

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

## VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

## VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

## IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

## X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

## XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

### ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Ethics:** Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

- **SDSs MUST EITHER BE SUBMITTED WITH BID OR PROVIDED WITHIN FIVE (5) DAYS OF REQUEST – FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets), and EPA registry number with the bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected and/or the contract being canceled.

- **All items must be bid. A Blank, Zero, or N/A will not be considered:** All items must be bid. A blank space, Zero (0), or "N/A" on the Schedule of Bid Items page may cause your bid to be deemed non-responsive. If your intention is No Charge, please write that in the Unit price column.
- Any bid document submitted by a vendor, **must** also furnish a copy of their applicable Louisiana Department of Agriculture and Forestry License (reference "***BIDDER Minimum Qualifications***").
- The terms of this contract is a one (1) year base term with the option to extend for two (2) additional one-year periods at the sole discretion of BTR. This maintenance contract will be utilized on an as needed basis.
- **Mandatory Pre-Bid Conference and Job Site Visit:** Failure to attend mandatory pre-bid conference and job site visit(s) will cause your bid to be deemed non-responsive.

**Invoice Support**

Vendor shall produce upon request bills of landing, driver logs, and trip sheets to verify invoices. In addition, vendor shall secure evidence of delivery to include the printed name, signature, and contact information of person receiving the delivered items.

In order to facilitate payment, vendors will be required to submit invoices to include the following:

- Date of Invoice
- Agency / Contact
- Contract Number
- Purchase Order Number
- Invoice Number
- Invoice Total

For each item (commodity) on the invoice, the following should be included:

- Item (Commodity) Description
- Quantity Purchased
- Unit Price
- Discounted Price
- Item Total Price

## **MANDATORY PRE-BID CONFERENCE & JOB SITE VISIT**

A MANDATORY PRE-BID CONFERENCE AND JOB SITE VISIT shall be held on December 27, 2021 at 9:00 a.m., at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Terminal Building, 1<sup>st</sup> Floor Conference Room, Baton Rouge, LA.

The contact person concerning the Mandatory Pre-Bid Conference is Dave Gordon, Facilities Manager @ (225) 355-0333.

The job site visit will begin immediately following the pre-bid conference at the Baton Rouge Metropolitan Airport. This will be the only opportunity for interested (potential) bidders / contractors to tour and inspect the job site for verification of measurements and/or amount of supplies/equipment needed prior to bidding.

Questions regarding the site visit may be directed to Dave Gordon, Facilities Manager @ (225) 355-0333.

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An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. **Without exception, all questions must be in writing** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit) and received **by 5:00 p.m. C.S.T. on December 28, 2021**. Inquiries shall not be entertained thereafter. Inquiries are to be directed as follows:

**Hand Delivered or by Courier**

DeSean Bethley, Purchasing Analyst  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826  
Baton Rouge, LA 70802

**Delivery by United States Postal Services**

DeSean Bethley, Purchasing Analyst  
City-Parish Purchasing Department  
P. O. Box 1471  
Baton Rouge, LA 70821

**By email:** [dbethley@brla.gov](mailto:dbethley@brla.gov)

**By fax:** (225) 389-4841

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An Addendum will be sent out no later than 3 days prior to the deadline for receiving quotes, for all questions submitted in writing by the close of the inquiry period, or for any issues requiring an Addendum be issued.

Bidders may enclose this signed statement page with their quote.

This signed statement certifies that the vendor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

---

Vendor's Company Name

---

Vendor's Signature

---

Date

## CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$2,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy  
Any Auto, or Combined Single Limit  
Owned, Non-Owned & Hired \$1,000,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
Post Office Box 1471  
Baton Rouge, Louisiana 70821

## ***Specifications:***

### **SCOPE OF WORK FOR**

### **INTERIOR HORTICULTURAL SERVICE FOR THE BATON ROUGE METROPOLITAN AIRPORT**

#### **ITEM NO. 0001 Specifications – Interior Horticultural Services for the Baton Rouge Metro Airport**

**GENERAL:** It is the intent of this contract to establish perimeters for Horticultural Services for the Baton Rouge Metropolitan Airport consisting of the maintenance and assuring the continued health and appropriate appearance and quality of the existing interior plants in the Terminal and Car Rental Buildings. Vendor shall furnish all tools, materials, equipment, labor, insurance and licenses necessary to perform the service described in this contract.

#### **A COPY OF THE VENDORS' LANDSCAPE HORTICULTURIST LICENSE AS ISSUED BY LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY MUST BE INCLUDED WITH THE BID.**

All existing foliage plants shall be inspected for soil moisture levels and replenished as necessary to provide adequate moisture for proper growing requirements, on a weekly or as needed basis. For the purpose of maintaining proper soil moisture levels in all of the plants the vendor shall be required to maintain and use a pressurized, portable water tank that can (if requested) be metered. At no time will the vendor be allowed to use any type of water container that cannot have a regulated discharge (eg. water gallon containers, water bottles meant for drinking waters, etc.). Each plant shall be trimmed as often as necessary for good maintenance and a continual healthy appearance. Debris must be removed from the soil surface. Soil and mulch or other appropriate top dressing must be added as often as needed to maintain appropriate appearance and quality standards. Vendor is responsible for removal from the premise of all debris from plant maintenance in accordance with all Federal, State, City-Parish regulations and BTR requirements.

Fertilizer shall be applied as needed to maintain vigorous and healthy plants. Vendor shall supply fertilizers and amendments. Plants and plant materials are to be kept free of insects and pests. The Vendor will supply all insecticides, sprays, fertilizers, etc. **All chemicals must be OSHA approved for indoor use, harmless to carpets and interior furnishings. Material Safety Data Sheets must be provided for any chemicals utilized and submitted with the bid, or within five (5) days of request.**

Foliage shall be kept clean and free of dust. The plant's leaves will be cleaned with water and/or special cleaning solutions, and polished as necessary to keep a healthy shining appearance at all times.

Plants shall be rotated relative to any predominate light source in order to maintain an attractive shape throughout the year. Light meter readings shall be taken as requested by the Owner if the plantings look below standard. The Vendor shall adjust plantings types if light meter readings indicate inadequate or excessive amount of light for the planting specified. When doing so, the vendor shall only adjust to types of similar value as the planting being replaced.

Replacement plants are only furnished by the Owner if they are needed due to **NO FAULT** of the Vendor (i.e. someone falls on them, vendor spills paint on them, etc.). Otherwise all plantings are deemed to be guaranteed for replacement by vendor at vendor's cost. Plantings should be replaced with like kinds as often as possible. Whenever a substitute replacement needs to be made it should be done with a planting of equal value and similar appearance, size and attributes. Replacement plantings should be scheduled and occur in an ongoing, as needed fashion by the vendor in order to maintain the quality and appearance standard expected. When replacement of plants is required under the terms of this scope of work, the vendor is required to supply the airport's representative with pictures of the new plants BEFORE they are installed for approval. This shall apply when they type, size, color, or species of plant would be changed from the existing plants.

# ***Specifications:***

## **SCOPE OF WORK FOR**

### **INTERIOR HORTICULTURAL SERVICE FOR THE BATON ROUGE METROPOLITAN AIRPORT**

#### **ITEM NO. 0002 Specifications – Seasonal Decorations for the Baton Rouge Metro Airport**

**GENERAL:** Seasonal Decorations – Installation, take down, and storage of existing materials and supplies; and the installation of additional items purchased, owned, and / or leased (i.e. poinsettias) by the Baton Rouge Metro Airport. The objective is to make a dramatic impact in creating a warm, elegant and welcoming holiday environment. Vendor shall furnish all tools, materials, equipment, labor and insurance to perform the services described in this contract. The following is included in this bid:

The Baton Rouge Metro Airport reserves the right to modify seasonal decorations layout prior to installation. Any leased decorations must meet the standards of the Airport in terms of quality and must be replaced if requested.

**Required Installation Date (Begin and Complete): The week before Thanksgiving**

**Required Take Down Date (Begin and Complete): Between January 3<sup>rd</sup> and January 8<sup>th</sup>.**

- Installation of artificial trees, wreathes & garland & other décor
- Custom design in requested colors and themes
- Supplemental premium seasonal color rotation of poinsettias
- Illumination and decoration, including providing, fixing, supplementing and installing.
- Maintenance Program with Insured Horticulture Services for live plants

#### **AREAS OF ADDRESS:**

- i. Exterior Drive Up Entrances
- ii. Entrance Arrival and Escalator Area
- iii. Ticketing Counter and Area
- iv. Baggage Claim Area
- v. 2nd Floor Pedestrian Bridge
- vi. Rotunda and Existing Planter / Fountain Bed
- vii. Security Screening and New Atrium Area
- viii. Concourse A and Concourse B
- ix. 3rd Floor Administration Offices Area

**Vendor is to transfer, inspect, fluff, check, refresh and install existing décor in storage on site:**

#### **EXTERIOR DRIVE UP ENTRANCES:**

- 4 Doorways / Entrances framed with garland with bows and ribbon trim.
- 1 Center Doorway / Entrance framed with 2 x 36" wreaths with ribbon and décor.

#### **ENTRANCE ARRIVAL AND ESCALATOR AREA:**

- 1 X 20' Feature Tree. Full decoration and lights in updated décor of red and gold.
- 2 x 36" long silver rectangle containers filled with red poinsettias placed left and right of the entrance.

# ***Specifications:***

## **SCOPE OF WORK FOR INTERIOR HORTICULTURAL SERVICE FOR THE BATON ROUGE METROPOLITAN AIRPORT**

### **ENTRANCE ARRIVAL AND ESCALATOR AREA (Continued):**

- 6 x 36" Wreaths with ribbon and décor hanging on inside center rail of each stairway leading up to 2nd floor (3 per stairway, spaced evenly; utilize wreaths from pedestrian bridge in prior years).

### **TICKETING COUNTER AND SURROUNDING AREA:**

- Feature tree consisting of 1 x 9' Slim Tree in front of center column near windows and seating area.
- 9 center columns with decorated garland and ornaments in a "candy cane" style from the top to bottom of the column.

### **BAGGAGE CLAIM AND SURROUNDING AREA:**

- Garland swagging and accented with bows at hang points on the fence surrounding the seating for PJ's Coffee - -
- Feature tree consisting of 1 x 9' Slim Tree in front of column near entrance and information desk.
- 3 center columns with decorated garland and ornaments in a "candy cane" style from the top to bottom of the column.

### **2ND FLOOR PEDESTRIAN BRIDGE:**

- 4 x 48" Wreaths ribbon and décor hung down the bridge portion of the walkway.
- Garland with bows along railing of descending portion of pedestrian bridge.

### **ROTUNDA AND EXISTING PLANTER/FOUNTAIN BED:**

- 4 x 48" Wreaths with ribbon and décor hung on every other wooden column around the rounda.
- 1 x 7' and 2 x 6' trees placed in the planter bed; decorated in traditional Holiday theme of Red and Gold.
- 30 x 6.5" Poinsettias among the green plants inside the fountain bed.
- 3 x 9' Garland draped around the exit from secure area with bows at each top corner.

### **SECURITY SCREENING AND NEW ATRIUM AREA:**

- 3 x 9' Garland draped around the exit from secure area with bows at each top corner.
- 2 x 36" matching wreaths hung left and right of the exit.
- 2 x 36" long silver rectangle containers filled with red poinsettias placed left and right of the entrance.
- 3 x 9' Slim Trees decorated in all Red decor and placed inside tall planters for additional height. Each to be placed on one of the columns in the new large atrium curved glass window.

### **CONCOURSE A:**

- Feature tree consisting of 1 x 9' Slim Tree in all gold décor at the start of the concourse A hallway.
- 240' of 9" thick garland decorated with bows and hung on both sides of every other archway beam in the Concourse A walkway (3 beams, 6 runs of garland total).

## ***Specifications:***

### **SCOPE OF WORK FOR INTERIOR HORTICULTURAL SERVICE FOR THE BATON ROUGE METROPOLITAN AIRPORT**

#### **CONCOURSE B:**

- Feature tree consisting of 1 x 9' Slim Tree in all gold décor near the Business Center on the concourse B hallway.
- 320' of 9" thick garland decorated with bows and hung on both sides of every other archway beam in the Concourse A walkway (3 beams, 6 runs of garland total).

#### **3rd FLOOR ADMINISTRATION AREA:**

- Decorative scene with lamppost and North Pole Sign.
- 1 x 7.5' tree placed in the office lobby, decorated in traditional Holiday theme of Red, Green and Gold. - Garland decorated with bows and hung on the balcony railing.
- Garland decorated with bows and décor and hung on the receptionist front desk.
- 1 x 30" Wreath with ribbon and décor hung on the balcony wall.
- 1 x 36" Wreath hung in Conference Room - 1 x 48" Wreath hung in Council Chamber.
- Poinsettias: 1 containers of 4 6.5" poinsettias in each placed at bottom of stairs and escalators.

#### **Set-up for Seasonal Decorations includes the following items:**

All necessary hardware	All necessary electrical supplies
Cleaning	Acclimation of Plants
Placement and Installation of all décor	Take down and storage of all existing decor

#### **METHOD OF MEASUREMENT AND PAYMENT**

1. Travel time/pay is not authorized under any portion of this contract.
2. Non-performance of any portion of this contract shall give BTR the right to terminate the contract.

#### **QUALIFICATIONS AND REFERENCES**

##### **BIDDER QUALIFICATIONS**

##### **BIDDER Minimum Qualifications**

Bidder shall possess an occupational license and permit issued by the City of Baton Rouge, East Baton Rouge Parish and shall be regularly and continuously engaged in the business of providing *Interior Horticultural Service* of similar size and magnitude as this, which projects have been successfully completed within the last three (3) years. Each bidder shall attach an organizational profile of their company, including but not limited to the following information:

1. The year the company was formed;
2. Total number of years of company *Interior Horticultural Service* experience;
3. Total number of *Interior Horticultural Service* employees employed with the company;
4. Total number of businesses (comparable facilities) under contract for *Interior Horticultural Service*;
5. Total number of *Interior Horticultural Service* employees (full-time and part-time) as well as management personnel the bidder intends to utilize for this contract; and
6. Type of *Interior Horticultural Service* performed.

## ***Specifications:***

### **SCOPE OF WORK FOR**

### **INTERIOR HORTICULTURAL SERVICE FOR THE BATON ROUGE METROPOLITAN AIRPORT**

#### **BIDDER Minimum Qualifications (Continued)**

Documentation of qualifications shall be submitted with bid, or if requested, information must be submitted within seven (7) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**When bidding, Contractors must hold an active license issued by the Louisiana Department of Agriculture and Forestry; the Landscape Horticulturist license provided by the LA Department of Agriculture and Forestry must be submitted with your bid.**

**Failure to comply with Bidder's minimum qualifications of providing licenses will result in your bid being deemed non-responsive or rejected as well as eliminate bidder from award consideration.**

## **SECURITY**

The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to security at Baton Rouge Metropolitan Airport. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination. All personal packages brought onto and/or removed from Airport property may be subject to inspection by a Police Officer. Firearms and/or explosives shall NOT be brought onto the Airport's property. VIOLATORS WILL BE PROSECUTED.

## **SECURITY CLEARANCE REQUIREMENTS / STANDARDS OF CONDUCT**

To comply with TSA requirements, all contractors' employees working at the Baton Rouge Metropolitan Airport or owned properties must pass a criminal history background investigation. The cost of this investigation will be billed to the contractor. This must be completed within the first 30 days after the contract award date. It is at the discretion of the City to determine acceptability of Contractor's employees based on findings derived from criminal background checks.

In addition, the Agency reserves the right to request drug testing/screening all at no additional cost to the Agency, for all Contractor's employees. The City also reserves the right to request additional drug screens for Contractor's staff for reasonable cause. Any Contractors staff that tests positive on any drug screen(s) shall be immediately dismissed.

It will be necessary that the selected respondent be issued an airport identification badge (required by Part 1542 of the Transportation Security Regulations). The Agency requires the contractor to return badges of any terminated employee of the contractor and/or at the end of the contractor term to MAPD. A \$250 fee will be assessed per unreturned badge. The contractor will supply a current extensive detailed list of active employees, whom will be servicing the property.

*If applicable* - Contractor is to be responsible for all keys issued—Keys are not to be left in locks and Contractor is not to admit anyone to area while work is in progress. All gates are to be closed, locked, and checked before leaving the premises. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

## ***Specifications:***

### **SCOPE OF WORK FOR INTERIOR HORTICULTURAL SERVICE FOR THE BATON ROUGE METROPOLITAN AIRPORT**

**CONTACTS:** List the name/title, email address, fax, and all telephone numbers (accessible 24 hours a day) of all contact person(s) who will be responsible for administering this contract.

NAME/TITLE	EMAIL ADDRESS	FAX NUMBER	TELEPHONE NUMBER

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

PROPOSAL FORM FOR ANNUAL CONTRACT NO: **A21-0645**

**Schedule of Bid Items**  
**BIDDERS SHALL QUOTE PER UNIT PRICE**

**Reference Specifications "Scope of Work"**

ITEM NO.:	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT OF MEASURE	UNIT PRICE
0001	Interior Horticultural Services for the Baton Rouge Metro Airport per specifications	12	MONTH	\$ _____
0002	Installation, take down, and storage of existing materials and supplies for Seasonal Decorations purchased, owned, and / or leased by Baton Rouge Metro Airport per specifications	1	JOB	\$ _____
				\$ _____ <b>TOTAL</b> (0001 THRU 0002)

NOTE: All prices shall include all supplies listed under Specification: Scope of Work, fuel charge and any other fee that may relate to the Specification: Scope of Work.

## BIDDER'S ORGANIZATION

**\*\*NOTE: This form is MANDATORY and shall be submitted with bid.**  
**Failure to submit with bid will deem bid non-responsive**

### BIDDER IS:

#### **AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

#### **A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

#### **A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

#### **A CORPORATION**

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BD MUST COMPLETE THIS FORM

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY

AGREEMENT  
(SAMPLE)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title A21-0645 (Munis #) Interior Horticultural Service for the Baton Rouge

Metropolitan Airport

Awarded Lines: 0001 THRU 0002

Contract Period: Month Day, 2021 THRU Month Day, 2022

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. Bid Documents complete with terms and conditions
  - B. The Contractor's Proposal with all attachments.
  - C. The Specifications
  - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
**Owner**

WITNESS:

By \_\_\_\_\_  
Sharon Weston Broome, Mayor-President

WITNESS:

**Contractor**

By \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)